



**COUNTY OF LOS ANGELES  
TREASURER AND TAX COLLECTOR**



KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 437  
P.O. BOX 514917  
LOS ANGELES, CA 90012

**MARK J. SALADINO**  
TREASURER AND TAX COLLECTOR

TELEPHONE  
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May 29, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE MASTER AGREEMENT FOR  
FINANCIAL ADVISORY SERVICES  
(3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve a Master Agreement for financial advisory services and authorize the Treasurer and Tax Collector to execute agreements with the three selected firms to comprise the Treasurer and Tax Collector's Financial Advisor Pool.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In 1995, The Treasurer and Tax Collector (TTC) created the initial financial advisory pool program designed to assist staff by utilizing the services of three independent financial advisors to evaluate financial proposals and debt structures relating to the County's borrowing program.

During the course of a year, TTC receives numerous proposals recommending a variety of borrowing options. While many of these may improve the County's debt management program, they often involve significant risks, as well. The use of financial advisors from the financial advisor pool has served the County well in providing independent analysis, financial validation, and augmented technical expertise.

The current financial advisor pool is slated to expire on June 30, 2003.

**Implementation of Strategic Plan Goals**

Implementation of this financial advisor pool will assist the Department to meet the County's Strategic Plan Goals of Financial Responsibility by providing independent analysis, financial validation, augmented technical expertise and other types of projects that the financial advisor may be requested to complete.

### **FISCAL IMPACT/FINANCING**

Services are used on an intermittent basis and will not exceed \$200,000 in any fiscal year.

An appropriation of \$200,000 for this program has been included in the Treasurer and Tax Collector's Proposed Budget for Fiscal Year 2003-04.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of this financial advisor pool is for one year with four one-year optional extensions to be exercised at the discretion of the Treasurer and Tax Collector. The financial advisors will continue to be used on an as-needed, rotational basis as necessary. Therefore, the provisions for notification by Contractor when the Contract Term reaches six months of expiration and when expenditures reach 75% of the Contract Sum have been excluded from the recommended Master Agreement.

The agreement contains the required provisions pertaining to compliance with the County's Jury Service Program, Child Support Program, Consideration of GAIN/GROW Participants for Employment, Recycled Bond Paper, The Safely Surrendered Baby Law, termination for non-adherence of County Lobbyist Ordinance, and Determination of Contractor Responsibility and Contractor Debarment.

The Master Agreement for Services has been approved as to form by County Counsel. Once approved and authorized by your Board, the Treasurer and Tax Collector will execute individual Master Agreements with the three selected firms.

There is no impact to County employees as these services supplement current resources and are intermittent in nature.

### **CONTRACTING PROCESS**

In accordance with County contracting procedures and requirements, a Request for Statement of Qualifications (RFSQ) was issued and mailed to fifty-four (54) firms listed on Attachment I. Additionally, the RFSQ was listed on the Countywide L.A. County On Line Web Site (formerly known as the County Office of Small Business Countywide Website). Seven Statement of Qualifications (SOQ) proposals were received, evaluated, and ranked. Public Resources Advisory Group, Montague De Rose & Associates, LLC, and Fieldman, Rolapp & Associates were ranked highest at the conclusion of the evaluation process. These proposals were complete, detailed, and highly responsive to the RFSQ.

The recommended agreement is not a Proposition A agreement because of the extraordinary professional and technical nature of the services being provided. Therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended agreement.

Honorable Board of Supervisors  
May 29, 2003  
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Minority and women owner/employee statistics for the four responding firms are shown in Attachment II. Upon final analysis and consideration for award, Public Resources Advisory Group, Montague De Rose & Associates, LLC, and Fieldman, Rolapp & Associates were selected without regard to race, gender, color or creed.

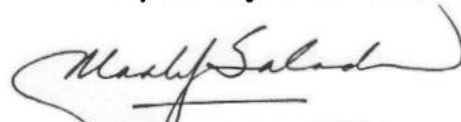
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None

**CONCLUSION**

Instruct the Executive Officer-Clerk of the Board of Supervisors to return one (1) adopted stamped Board letter to TTC.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Mark J. Saladino", written over a horizontal line.

MARK J. SALADINO  
Treasurer and Tax Collector

MJS:BD

**Attachments**

- c:     Executive Officer-Clerk of the Board of Supervisors  
         Chief Administrative Officer  
         County Counsel  
         Auditor-Controller

## ATTACHMENT I

A. Lopez & Associates, LLC  
Aquacena Lopez  
5622 Maxwellton Road  
Oakland, CA 94618

A.G. Edwards & Sons, Inc.  
Joanna Bowes  
633 W. Fifth St., Ste 2200  
Los Angeles, CA 90071

Altura, Nelson & Co., Inc.  
Allan Altura  
18 Crow Canyon Ct., Suite 350  
San Ramon, CA 94583

Annette Yee & Co.  
Annette Yee  
27205 Meadows Road  
Carmel, CA 93923

Arimax Financial Advisors, Inc.  
Jerold Gold  
21550 Oxnard St., Suite 860  
Woodland Hills, CA 91367

Bartle Wells Associates  
Douglas Dove  
1889 Alcatraz Drive  
Berkeley, CA 94703

Branin Finance  
Jennifer Branin  
Nine Camellian  
Irvine, CA 92614

C.M. De Crinis & Co., Inc.  
Curt De Crinis  
11846 Ventura Blvd., Suite 102  
Studio City, CA 91604

California Financial Services  
R. Mark Epstein  
5213 El Mercado Pkwy., Ste D  
Santa Rosa, CA 95403

Chilton & Associates, Inc.  
James Chilton, Jr.  
1236 Camdem Drive  
Los Angeles, CA 90035

Clover Capital Corporation  
Peter Kelly  
1112 Ocean Drive, Suite 101  
Manhattan Beach, CA 90266

Cooperman & Dudick  
Josh Cooperman  
111 Anza Blvd., Suite 107  
Burlingame, CA 94010-1932

CSG Advisors, Inc.  
Eugene Slater  
One Post Street, Suite 2130  
San Francisco, CA 94104

Dale Scott & Co., Inc.  
Dale Scott  
400 Montgomery St., Suite 805  
San Francisco, CA 94104

David Taussig & Associates  
Mitchell Mosesman  
1301 Dove St., Suite 600  
Newport Beach, CA 92660

Dowdell Financial Services  
John Dowdell  
1545 River Park Dr., Suite 200  
Sacramento, CA 95815-4600

Estrada, Hinjosa & Co., Inc.  
Ruben Mendoza  
437 J Street, Suite 212  
San Diego, CA 92101

Federated Investors  
David Francis  
1001 Liberty Ave.  
Pittsburgh, PA 15222

Fieldman, Rolapp & Assoc.  
Lawrence Rolapp  
2100 Main St., Suite 210  
Irvine, CA 92614

Fund Services Advisors, Inc.  
Erik Dingwall  
777 S. Figueroa St., Suite 3200  
Los Angeles, CA 90017

Gardner, Underwood & Bacon, LLC  
Lisa Smith  
12121 Wilshire Blvd., Ste 207  
Los Angeles, CA 90025

Government Financial Strategies, Inc.  
Lori Raineri  
1228 "N" Street, Ste 13  
Sacramento, CA 95814-5609

Hamilton, Rabinovitz & Alschuler, Inc.  
Paul Silvern  
6033 W. Century Blvd., Ste 890  
Los Angeles, CA 90045

Harrell & Co. Advisors, LLC  
Suzanne Harrell  
333 City Blvd., West, Ste 1430  
Orange, CA 92868

Ibis Securities, LLC  
Kenneth Martin  
2950 Buskirk Ave., Ste 165  
Walnut Creek, CA 94596

Katz Hollis  
Brandt Webb  
550 S. Hope St., Ste 2655  
Los Angeles, CA 90071

Kaufman, Hall & Assoc., Inc.  
Ellen Riley  
21550 Oxnard, Ste 300  
Woodland Hills, CA 91367

## ATTACHMENT I

Kelling, Northcross & Nobriga David Brodsky 1333 Broadway, Ste 1000 Oakland, CA 94612	Kinsell, Newcomb & De Dios, Inc. Ray Bishop 462 Stevens Ave., Ste 165 Solana Beach, CA 92075	Kitahata & Co. Gary Kitahata 137 Joost Ave. San Francisco, CA 94131
Kostmont Financial Services, Inc. Lauren Brock 601 S. Figueroa St., Ste 3550 Los Angeles, CA 90017	Lamont Financial Services, Corp. Susan Weil 308 N. Sycamore Ave., Ste 304 Los Angeles, CA 90036	Masterson, Moreland, Sauer, Whisman Drew Masterson 121 Main Street, Ste 2200 Houston, TX 77002
Metwest Financial Advisory Services Lyle Defenbaugh 455 Capitol Mall, Ste 701 Sacramento, CA 95814	Montague, Derose & Assoc. Douglas Montague 5743 Corsa Ave., Ste 205 Westlake Village, CA 91362	Municipal Capital Management, Inc. LuAnne Edwards 3078 E. Sierra Drive Westlake Village, CA 91362
Munisoft Kenneth Dieker 1325 Country Club Drive Modesto, CA 95356	Northcross, Hill & Ach, LLC Andy Ach One Post St., Ste 2525 San Francisco, CA 94104	PK Advisors, Inc. Penny Palmer Five Mabry Way San Rafael, CA 94903
Prager, McCarthy & Sealy, LLC Saul Rosenbaum One Maritime Plaza, Ste 1000 San Francisco, CA 94111	Public Asset Management, Inc. Ray Meador 369 Third St., Ste 135 San Rafael, CA 94901	Public Financial Management Keith Curry 660 Newport Center Dr., Ste 750 Newport Beach, CA 92660-6408
Public Investment Services, Inc. Peter Simons 16133 Ventura Blvd., Ste 530 Encino, CA 91436-2403	Public Resources Advisory Group John Gust 11845 W. Olympic Blvd., Ste 640 Los Angeles, CA 90064	Reiter, Lowry Consultants Glenn Reiter 11417 W. Bernardo Ct., Ste A San Diego, CA 92127-1639
Rod Gunn Associates, Inc. Rodney Gunn 16371 Bothard St., Ste A Huntington Beach, CA 92647-3652	Seidler-Fitzgerald Public Finance Jim Gunter 515 S. Figueroa St., 11th Floor Los Angeles, CA 90071-3396	Shattuck, Hammon Partnes, Inc. Hui Thai 601 California St., Ste 2001 San Francisco, CA 94108
Sperry Capital, Inc. Terry McGuire 475 Gate Fire Road, Ste 208 Sausalito, CA 94965	Structured Finance Corp. of America John Bolan 17011 Beach Blvd., 9th Floor Huntington Beach, CA 92647	Sutter Securities, Inc. Frank Soriano One Sansome St., Ste 3950 San Francisco, CA 94104
Tamalpais Advisors, Inc. Jean Marie Buckley 3030 Bridgeway, Ste 340 Sausalito, CA 94965	U.S. Bancorp Piper Jaffray Barbara Aspeline 345 California St., Ste 2200 San Francisco, CA 94104-2606	William Euphrat Municipal Finance, Inc. William Euphrat 3100 Clay Street San Francisco, CA 94115

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS FINANCIAL ADVISORS**

**This** information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

FIRM INFORMATION		Public Resources Advisory Group		Montague De Rose and Associates		Fieldman, Rolapp & Associates, Inc.		Municipal Capital Management, Inc.	
<u>Cultural/Ethnic Composition</u>		#	% of Ownership	#	% of Ownership	#	% of Ownership	#	% of Ownership
<b>OWNERS/PARTNERS</b>	Black/African American	0	0%	0	0%	0	0%	0	0%
	Hispanic/Latin American	0	0%	0	0%	0	0%	0	0%
	Asian American	1	4%	0	0%	0	0%	0	0%
	American Indian/Alaskan	0	0%	0	0%	0	0%	0	0%
	All others	8	96%	2	100%	4	100%	2	100%
	Women (included above)	2	6.75%	1	50%	0	0%	2	100%
		<b>Number</b>		<b>Number</b>		<b>Number</b>		<b>Number</b>	
<b>MANAGERS</b>	Black/African American	3		0		0		0	
	Hispanic/Latin American	1		0		0		0	
	Asian American	2		0		0		0	
	American Indian/Alaskan	0		0		0		0	
	All others	10		1		3		0	
	Women (included above)	2		0		1		0	
<b>STAFF</b>	Black/African American	6		0		1		0	
	Hispanic/Latin American	1		0		2		0	
	Asian American	0		1		2		0	
	American Indian/Alaskan	0		0		0		0	
	All others	2		3		3		3	
	Women (included above)	9		2		5		2	
<b>TOTAL # OF EMPLOYEES</b>		41		7		15		3	
<b>BUSINESS STRUCTURE</b>		Corporation		LLC		Corporation		Corporation	
<b>Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?</b>		No		No		No		No	

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS FINANCIAL ADVISORS**

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

FIRM INFORMATION		Arimax Financial Advisors Inc.		Gardner, Underwood, & Bacon, LLC		CM De Crinis & Co., Inc.			
Cultural/Ethnic Composition		#	% of Ownership	#	% of Ownership	#	% of Ownership	#	% of Ownership
OWNERS/PARTNERS	Black/African American	0	0%	2	51%	0	0%		
	Hispanic/Latin American	0	0%	0	0%	0	0%		
	Asian American	0	0%	0	0%	0	0%		
	American Indian/Alaskan	0	0%	0	0%	0	0%		
	All others	2	100%	2	49%	2	100%		
	Women (included above)	0	0%	1	25.5%	0	0%		
		Number		Number		Number		Number	
MANAGERS	Black/African American	0		0		0			
	Hispanic/Latin American	0		0		0			
	Asian American	0		0		0			
	American Indian/Alaskan	0		0		0			
	All others	4		0		0			
	Women (included above)	3		0		0			
STAFF	Black/African American	0		0		0			
	Hispanic/Latin American	1		0		0			
	Asian American	0		1		0			
	American Indian/Alaskan	0		0		0			
	All others	2		1		2			
	Women (included above)	2		0		0			
<b>TOTAL # OF EMPLOYEES</b>		8		6		4			
<b>BUSINESS STRUCTURE</b>		Corporation		LLC		Corporation			
<b>Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?</b>		No		Yes		No			



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**TREASURER AND TAX COLLECTOR**

**AND**

---

**FOR**

**FINANCIAL ADVISORY SERVICES**



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**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
TREASURER AND TAX COLLECTOR  
AND**

**FOR  
FINANCIAL ADVISORY SERVICES**

This Master Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003 by and between the County of Los Angeles (County), by and through the Treasurer and Tax Collector (hereinafter referred to as TTC) and \_\_\_\_\_, hereinafter referred to as Contractor/Financial Advisor, to provide Financial Advisory Services.

**RECITALS**

**WHEREAS**, the County may contract with private businesses for Financial Advisory Services when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing Financial Advisory Services; and

**WHEREAS**, this Master Agreement is therefore authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

**WHEREAS**, the Board of Supervisors has authorized the Treasurer and Tax Collector to execute and administer this Master Agreement; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

1.1 Exhibits A, B, C, D, E1, E2, F, G, H and I are attached to, incorporated herein by reference, and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

- 1.1.1 EXHIBIT A - County's Administration
- 1.1.2 EXHIBIT B - Contractor's Administration
- 1.1.3 EXHIBIT C - Contractor's EEO Certification
- 1.1.4 EXHIBIT D - Jury Service Ordinance
- 1.1.5 EXHIBIT E1 - Contractor Employee Acknowledgement, Confidentiality, And Copyright Assignment Agreement
- 1.1.6 EXHIBIT E2 - Contractor Non-Employee Acknowledgement, Confidentiality, And Copyright Assignment Agreement
- 1.1.7 EXHIBIT F Familiarity With The County Lobbyist Ordinance Certification
- 1.1.8 EXHIBIT G Pricing Schedule
- 1.1.9 EXHIBIT H Specifications
- 1.1.10 EXHIBIT I Safely Surrendered Baby Law

- 1.2 This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous master agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Section 7.4 - Change Notices and Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Active Contractor:** Identifies a Contractor who is in compliance with the terms and conditions and whose evidence of insurance have all been received by the Contracts Section of the TTC Department and are valid and in effect at the time of a given Statement Of Work award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 **Contractor's Authorized Official(s):** The individual(s) designated to execute documents under this Master Agreement on behalf of Contractor.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.4 **County Project Manager:** Person designated by TTC as chief contact person with respect to: the day-to-day administration of the Master Agreement, negotiating and recommending changes on behalf of the County, approving all Statement of Work solicitations and executions, and coordinating and monitoring the Statement of Work.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.7 **Master Agreement:** County's standard agreement (including exhibits thereto) executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Statements Of Work.
- 2.8 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Contractors to provide services through Master Agreements.
- 2.9 **Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County. A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each SOW shall be solicited by and tendered to County, by Contractors. Unless otherwise specified in the SOW Availability Notice, if the County solicits bids, the County shall select the lowest cost, qualified bid responding to the requirements of the proposed SOW. No work shall be performed by Contractors except in accordance with validly bid and executed SOW.

2.10 **TTC:** The County of Los Angeles Treasurer and Tax Collector.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in each SOW for which Contractor is contracted.
- 3.2 SOWs shall generally be performed on a time and materials basis or on a fixed price per deliverable basis as determined by County. Each SOW shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual SOW.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the SOW expiration date, and/or that exceeds the Total Maximum Amount as specified in the SOW as originally written or modified in accordance with Section 7.4, Change Notices and Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing SOWs are as set forth in Sections 3.4, 3.5, 3.6, and 3.7 of this Master Agreement. Upon determination by County to issue a SOW solicitation, County shall issue a SOW solicitation containing a Statement of Work to all Master Agreement Contractors. Each interested Contractor so contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular SOW.
- 3.5 Upon completion of evaluations, County shall execute the SOW by and through the TTC staff identified in this Master Agreement with the lowest cost Contractor unless the SOW solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no SOWs are awarded to some Master Agreement Contractors. SOWs are usually issued for periods not extending past the end of County's current fiscal year (June 30<sup>th</sup>) with the exception of SOWs for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the SOW is only extended through the end of the fiscal year, County may either rebid the SOW tasks or extend the SOW if technical or cost circumstances require it.
- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular SOW bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the SOW. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular SOW as determined in the sole discretion of County's Project Manager.
- 3.7 If Contractor is unable to meet with County at commencement of work as specified in the SOW, then Contractor may be disqualified from the particular SOW. In the event Contractor defaults three times under Section 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Section 7.41, Termination For Default.

### 3.8 FINANCIAL ADVISOR POOL

Financial Advisor acknowledges it is not the sole Financial Advisor selected for County and that TTC may utilize the services of Financial Advisors in the pool. It is the intent of TTC to utilize firms selected for the pool on a modified-rotational, as-needed basis, as determined by TTC in his/her sole discretion.

### 3.9 POTENTIAL PROGRAMS

When the need for Financial Advisor services arises, TTC will select a firm either by bidding a specific job to firms in the pool and selecting one; or by assigning projects on a rotational basis. TTC reserves the right to determine the appropriate method for project assignment and the pool bidding process. In any event, specific engagements/projects will be documented in writing and signed by both TTC and Financial Advisor. Types of projects that Financial Advisor may be requested to complete may include, but are not limited to, the following:

#### 3.9.1 Financial Structure Validation

3.9.1.1 Upon instruction from TTC, Financial Advisor may assist TTC in the formation of the financing team for the pending issuance. As needed, Financial Advisor may make presentations to TTC of underwriter team proposals including a benefit analysis.

3.9.1.2 Financial Advisor may be asked to provide assistance to TTC in validating the financial structure for any short-term/medium-term/long-term financing in progress or as proposed by underwriters. This could, upon TTC request, include a risk analysis of any proposed financial instruments.

#### 3.9.2 Documents/Analysis Preparation

Financial Advisor may be asked to assist TTC in the preparation of a variety of legal and financial documents relating to the specific financing program in progress or anticipated.

#### 3.9.3 Rating Agency Package

Financial Advisor may be asked to assist TTC in the preparation of materials for Rating Agency review of financing. Financial Advisor could be delegated particular aspects of materials preparation at the discretion of TTC.

#### 3.9.4 Market Assessment

Financial Advisor may be asked to assess bond market conditions at the time of sale of financial instruments. Any such assessment may include cost benefit analysis of structured pricing to aid TTC in conducting pricing, and an analysis of County's presence in the marketplace.

### 3.9.5 Syndicate Procedures

Financial Advisor may be asked to draft procedures for syndicate structure. Final procedures shall be approved by TTC and agreed upon by all syndicate members.

### 3.9.6 Performance Evaluation

Upon direction from TTC, and following the sale of County financial instruments, Financial Advisor may analyze performance of all membership levels of sales and shall present a written report documenting the results to TTC. The report shall be indicative of membership activities in the financing program.

### 3.9.7 Investor Relations

The Financial Advisor may be asked to assist the County in the development and execution of an Investor Relations Program.

### 3.9.8 Other

TTC reserves the right to add and/or delete any tasks it may identify during the term of this contract.

### 3.9.9 Project Reporting

Throughout the term of each project, Financial Advisor shall apply requisite technical and management skills and techniques to assure satisfactory and timely completion of project milestones. The accomplishment of these milestones shall be summarized in specific project status reports as requested by TTC.

## **4.0 TERM OF MASTER AGREEMENT**

4.1 The term of this Master Agreement shall be for a period of one (1) year, if not sooner terminated as provided herein, executed July 1, 2003, upon approval thereof by the Treasurer and Tax Collector. This Master Agreement shall expire on June 30, 2004 unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County shall have the option to extend the Master Agreement term for up to four (4) additional one-year periods, for a maximum total Master Agreement term of five (5) years. Each such option year shall be exercised individually by the Treasurer and Tax Collector or designee through the Change Notices and Amendment process outlined in Section 7.4.

## **5.0 CONTRACT SUM**

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed SOWs.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether



through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

### 5.3 INVOICES AND PAYMENTS

5.3.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each SOW either: (1) monthly, if performed on a Time and Materials basis or (2) by deliverable, if performed on a fixed price per deliverable basis.

5.3.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each SOW.

5.3.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc., unless authorized in writing before the expense is incurred.

#### 5.3.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.3.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable SOW.

#### 5.3.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable SOW.

##### 5.3.6.1 Rates

To be determined upon selection of Financial Advisor as set forth in Exhibit G.

##### 5.3.6.2 Invoices

5.3.6.2.1 Financial Advisor shall invoice TTC for services rendered. The invoice shall contain supporting documentation and shall be submitted to:

County of Los Angeles  
Treasurer and Tax Collector  
Public Finance  
500 West Temple Street, Room 432  
Los Angeles, CA 90012  
Attention: Deborah Lindholm



with a copy to:

County of Los Angeles  
Treasurer and Tax Collector  
Accounts Payable  
500 West Temple Street, Room 434  
Los Angeles, CA 90012

5.3.6.3 In compliance with Internal Revenue Service (IRS) requirements, Financial Advisor shall provide Financial Advisor's Tax Identification Number or Social Security Number on each invoice submitted.

5.3.6.4 TTC shall make a reasonable effort to effect payment within thirty (30) calendar days of receipt of Financial Advisor's invoice submitted.

5.3.6.5 All invoices submitted by the Contractor pursuant to this Master Agreement are subject to auditing requirements of the County Auditor-Controller.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

### **6.1 CONTRACTOR'S PROJECT MANAGER**

6.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

6.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis with respect to all active SOWs.

### **6.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

6.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

6.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

### **6.3 APPROVAL OF CONTRACTOR'S STAFF**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

## 6.4 CONTRACTOR'S STAFF IDENTIFICATION

- 6.4.1 Contractor shall provide all staff providing services under this Master Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 6.4.2 Contractor shall notify the County within one business day when staff are terminated or otherwise removed from working under this Master Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal.
- 6.4.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal.

## 6.5 CONFIDENTIALITY

- 6.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 6.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement. The Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement," Exhibit E1.
- 6.5.3 The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement," Exhibit E2.

## 7.0 TERMS AND CONDITIONS

### 7.1 ASSIGNMENT AND DELEGATION

- 7.1.1 The Contractor shall not assign its rights or delegate (or otherwise transfer) its duties under this Master Agreement, or both, either in whole or in part, without the prior written consent of the TTC. Any unapproved assignment or delegation shall be null and void. Any payments by the TTC to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the TTC's sole discretion, against the claims, which the Contractor may have against the County.
- 7.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the express prior written approval of the TTC, the TTC may, in his/her sole discretion, terminate this Agreement.

## 7.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## 7.3 RESERVED

## 7.4 CHANGE NOTICES AND AMENDMENTS

7.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope or payment of any SOWs issued pursuant to this Master Agreement. All such changes shall only be accomplished with an executed SOW Change Notice signed by the Contractor and by County Project Manager.

7.4.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the TTC

7.4.3 The Treasurer and Tax Collector or his/her designee may, at his/her sole discretion, authorize annual extensions as defined in Section 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the TTC

## 7.5 COMPLAINTS

7.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

7.5.2 Within fifteen (15) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:

7.5.2.1 within five (5) business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation;

7.5.2.2 when complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines; and

7.5.2.3 copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

7.5.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

7.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

## 7.6 COMPLIANCE WITH APPLICABLE LAW

7.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

7.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## 7.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

## 7.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

### 7.8.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### 7.8.2 Written Employee Jury Service Policy

7.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 7.8.2.2 For purposes of this Section, “contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 7.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- 7.8.2.4 Contractor’s violation of this Section of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- 7.9 CONFLICT OF INTEREST
- 7.9.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 7.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all

relevant circumstances. Failure to comply with the provisions of this Section 8.9 shall be a material breach of this Master Agreement.

#### 7.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

#### 7.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

7.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

7.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### 7.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

##### 7.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible contractors.

##### 7.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Master Agreement, debar the Contractor from bidding on any County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing agreements the Contractor may have with the County.

##### 7.12.3 Non-responsible Contractor

The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an agreement with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with the County or any other public entity, or engaged in a pattern or practice which



negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 7.12.4 Contractor Hearing Board

7.12.4.1 If there is evidence that the Contractor may be subject to debarment, the TTC will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

7.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

7.12.4.3 A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 7.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of the Contractor.

#### 7.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

#### 7.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

7.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

7.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain compliance with

employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### 7.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### 7.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

7.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

7.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### 7.17 EMPLOYMENT ELIGIBILITY VERIFICATION

7.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

7.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.



## 7.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 7.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## 7.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## 7.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## 7.21 INDEPENDENT CONTRACTOR STATUS

- 7.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 7.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 7.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

7.21.4 The Contractor represents and warrants to the County, and County will rely on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement.

7.21.5 As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements, or contracts.

## 7.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

## 7.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

7.23.1 As an alternative to the above, and with County's prior approval, Contractor may satisfy this requirement by providing evidence of personal automobile liability coverage in an amount not less than \$100,000 per person and \$300,000 per occurrence.

7.23.2 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 W. Temple Street, Room 464  
Los Angeles, CA 90012

prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

7.23.1.1 Specifically identify this Master Agreement;

7.23.1.2 Clearly evidence all coverages required in this Master Agreement;

7.23.1.3 Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

7.23.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials,

officers and employees as insureds for all activities arising from this Master Agreement; and

- 7.23.1.5 Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 7.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- 7.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Master Agreement upon which the County may immediately terminate or suspend this Master Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- 7.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:
- 7.23.4.1 Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- 7.23.4.2 Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.
- 7.23.4.3 Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- 7.23.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.
- 7.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.
- 7.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

7.23.6.1 The Contractor providing evidence of insurance covering the activities of subcontractors, or

7.23.6.2 The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## 7.24 INSURANCE COVERAGE REQUIREMENTS

7.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

7.24.2 Automobile Liability insurance, written on ISO policy form CA 00 01 or its equivalent, with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

7.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

7.24.4 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing termination or cancellation of this Agreement.

## 7.25 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the

State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

7.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 7.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 7.26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 7.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 7.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 7.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 7.26 when so requested by the County.
- 7.26.7 If the County finds that any provisions of this Section 7.26 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 7.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

7.27 NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

7.28 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

7.29 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager is not able to resolve the dispute, the TTC, or designee shall resolve it.

7.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

7.31 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A and B. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The TTC shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

7.32 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

7.33 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from County personnel and all materials, drafts, data, estimates, reports and other information of any kind



developed by Contractor under this Contract are confidential and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, and information. The provisions of this Section shall survive the expiration or other termination of this Contract.

#### 7.34 PUBLIC RECORDS ACT

7.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Section 7.36 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

7.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### 7.35 PUBLICITY

7.35.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

7.35.1.1 The Contractor shall develop all publicity material in a professional manner; and

7.35.1.2 During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Manager. The County shall not unreasonably withhold written consent.

7.35.1.3 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Section 7.35 shall apply.

#### 7.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted

accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Master Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 7.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 7.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 7.36 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 7.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

#### 7.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible with respect to performance of this Master Agreement.

#### 7.38 STANDARD OF CARE

Financial Advisor shall discharge its duties on engagements entered into under this Master Agreement with the care, skill and diligence then prevailing in the industry.



7.39 SUBCONTRACTING

- 7.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 7.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- 7.39.2.1 A description of the work to be performed by the subcontractor;
- 7.39.2.2 A draft copy of the proposed subcontract; and
- 7.39.2.3 Other pertinent information and/or certifications requested by the County.
- 7.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 7.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 7.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 7.39.6 The County Project Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 7.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 7.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 W. Temple Street, Room 464  
Los Angeles, CA 90012

before any subcontractor employee may perform any work hereunder.

#### 7.40 TERMINATION FOR CONVENIENCE

- 7.40.1 County may terminate this Master Agreement, and any SOW issued thereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 7.40.2 Either party may terminate this Master Agreement within thirty (30) calendar day prior written notice to the other party.
- 7.40.3 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
  - 7.40.3.1 Stop work under the SOW or under this Master Agreement, as identified in such notice;
  - 7.40.3.2 Transfer title and deliver to County all completed work and work in process; and
  - 7.40.3.3 Complete performance of such part of the work as shall not have been terminated by such notice.
- 7.40.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or SOW shall be maintained by the Contractor in accordance with Section 7.36, Record Retention & Inspection/Audit Settlement.

#### 7.41 TERMINATION FOR DEFAULT

- 7.41.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Manager:
  - 7.41.1.1 Contractor has materially breached this Master Agreement;
  - 7.41.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any SOW issued hereunder; or
  - 7.41.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any SOW issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 7.41.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Section 7.41.1, the County may procure, upon such terms and in such

manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Section.

- 7.41.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 7.41.2 if its failure to perform this Master Agreement, including any SOW issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 7.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 7.41.4 If, after the County has given notice of termination under the provisions of this Section 7.41, it is determined by the County that the Contractor was not in default under the provisions of this Section 7.41, or that the default was excusable under the provisions of Section 7.41.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 7.40 - Termination for Convenience.
- 7.41.5 In the event the County terminates this Master Agreement in its entirety due to the Contractor's default as provided in Section 7.41.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Section 7.41.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Master Agreement sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the TTC, or designee, deducted from any amounts due to the Contractor by the County, whether under this Master Agreement or otherwise.
- 7.41.6 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Master Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 7.22 - Indemnification.
- 7.41.7 The rights and remedies of the County provided in this Section 7.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### 7.42 TERMINATION FOR IMPROPER CONSIDERATION

- 7.42.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 7.42.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 7.42.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### 7.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County's obligation is payable only from funds appropriated for the purpose of this Master Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Master Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of Section 7.40 (TERMINATION FOR CONVENIENCE), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

#### 7.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 7.14 (Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default by Contractor under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure to cure such default within 90 days of notice by the County District Attorney or Department of Child Support Services shall be grounds upon which the Executive Officer may terminate this Master Agreement pursuant to Section (Termination for Default).

#### 7.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. (Exhibit F, Familiarity with the County Lobbyist

Ordinance Certification.) Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

#### 7.46 USE OF COUNTY SEAL AND TTC'S LOGO

Financial Advisor shall not use or display the official seal of County or TTC's logo on any of its letterheads or other communications with any business, or for any other reason.

#### 7.47 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### 7.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 7.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### 7.49 WARRANTY AGAINST CONTINGENT FEES

7.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any Master Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

7.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 7.50 INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

#### 7.51 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## 7.52

[illegible]

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Treasurer and Tax Collector, and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Treasurer and Tax Collector

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**CONTRACTOR**

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**MASTER AGREEMENT FOR  
FINANCIAL ADVISORY SERVICES**

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**COUNTY'S ADMINISTRATION**

MASTER AGREEMENT NO. \_\_\_\_\_

STATEMENT OF WORK NO. \_\_\_\_\_

1. Any notice served upon COUNTY shall be addressed as follows or such other place as may hereinafter be designated in writing to CONTRACTOR by TTC:

Name: Mark J. Saladino  
Title: Treasurer and Tax Collector  
Address: County of Los Angeles  
Treasurer and Tax Collector  
500 West Temple Street, Room 437  
Los Angeles, CA 90012

Facsimile: (213) 626-1812

**2. County Project Director:**

A copy of any notice shall be addressed and mailed to TTC's **Project Director** as follows or such other place as may hereinafter be designated in writing to CONTRACTOR by TTC:

Name: Glenn Byers  
Title: Senior Finance Analyst  
Address: Treasurer and Tax Collector  
Finance Division  
500 West Temple Street, Room 432  
Los Angeles, CA 90012

Telephone: (213) 974-8359  
Facsimile: (213) 625-2249  
Email: gbyers@co.la.ca.us

3. A copy of any notice shall be addressed and mailed to:

Address: County of Los Angeles  
Treasurer and Tax Collector  
Contracts Section  
500 West Temple Street, Room 464  
Los Angeles, CA 90012

Telephone: (213) 974-7360  
Facsimile: (213) 687-4857

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. \_\_\_\_\_

STATEMENT OF WORK NO. \_\_\_\_\_

1. Any notice served upon CONTRACTOR shall be addressed as follows or such other place as may hereinafter be designated in writing to TTC by CONTRACTOR:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### 2. CONTRACTOR'S PROJECT DIRECTOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### 3. CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

\_\_\_\_\_  
CONTRACTOR'S NAME

MASTER AGREEMENT NO. \_\_\_\_\_

STATEMENT OF WORK NO. \_\_\_\_\_

The information in items #1 through #4 below is requested for informational purposes only.

1. If your firm is a corporation, enter its legal name (as found in your Articles of Incorporation) and the state where incorporated:

\_\_\_\_\_  
(Name and State)

2. If your firm is a partnership \_\_\_\_\_, or a sole proprietorship \_\_\_\_\_, enter the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? \_\_\_\_\_

If yes, please list all DBA's and the County(s) of registration:

Name

County of Registration

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? \_\_\_\_\_

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



**FINANCIAL ADVISOR SERVICES**  
**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,**  
**AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Master Agreements only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Statement of Work No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Master Agreement No. \_\_\_\_\_

Statement of Work No. \_\_\_\_\_ Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced work order/contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this work order/contract or termination of my employment with my employer, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**FINANCIAL ADVISOR SERVICES**  
**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,**  
**CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Master Agreements only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Statement of Work No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Master Agreement No. \_\_\_\_\_

Work Order No. \_\_\_\_\_ Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced work order/contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this work order/contract or termination of my services hereunder, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced work order/contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit F1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

***FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE  
CERTIFICATION***

The Contractor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Contractor also certifies that all persons acting on behalf of the Contractor organization have and will comply with it during the proposal process.

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**MASTER AGREEMENT FOR  
FINANCIAL ADVISORY SERVICES**

**PRICING SCHEDULE  
FOR**

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Compensation for the services described herein shall be at the following hourly rates:

<b>Staffing Category</b>	<b>Hourly Rate</b>
Chairman/President	
Senior Managing Director	
Managing Director	
Vice President	
Assistant Vice President	
Principal	
Associate	
Analyst	

In addition to the fees specified above, Financial Advisor shall be paid, at the time provided for payment of fees, its reasonable and necessary expenses. Financial Advisor shall provide documentation of reasonable and necessary expenses, including receipts for all items.

## SPECIFICATIONS

### 1. **GENERAL REQUIREMENTS**

#### 1.1 **PERSONNEL**

- 1.1.1 The TTC shall assign a County Project Director to provide overall management and coordination of the program and act as TTC's liaison to the Financial Advisor. The Financial Advisor shall provide a Contractor Project Director, and an alternate, to act as a liaison for the Financial Advisor in coordinating the firm's services. The Contractor's Project Director shall have full authority to act for the Financial Advisor on all matters relating to the firm's engagement. The Contractor's Project Director or the alternate shall be available during normal work hours, 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the program.
- 1.1.2 All personnel assigned by the Financial Advisor to perform services for TTC shall at all times be employees of the Financial Advisor, and the firm shall have the sole right to hire, suspend, discipline or discharge them. However, any employee of the Financial Advisor assigned to provide services to the County who, in the opinion of the TTC is unsatisfactory, shall be removed from the County's Program immediately upon request of the TTC Project Director.

#### 1.2 **USE OF COUNTY SEAL AND TTC'S LOGO**

- 1.2.1 The Financial Advisor shall not use or display the official seal of the County or the TTC's logo on any of its letterheads or other communications with any businesses, or for any other reason.

### 2. **SERVICES SOLICITED**

#### 2.1 **FINANCIAL ADVISOR POOL FORMATION**

- 2.1.1 Up to three qualified firms will be selected for a financial advisory pool. It is the intent of TTC to utilize the three firms on a modified-rotational, as-needed basis. A Master Agreement will be executed between TTC and the Financial Advisor to serve as a contract between the County and firms for the as-needed program engagement.

#### 2.2 **WORK REQUIREMENTS / POTENTIAL PROGRAMS**

- 2.2.1 Financial Advisor activities may include, but are not limited to, providing assistance to the County in the following areas:
- Evaluation of underwriters for the formation of the financing team;
  - Risk analysis of various financing structures and strategies;
  - Financing structure validation;



- Development of Time and Responsibility Schedules and Lists of Interested Parties;
- Preparation and review of financial documents, including the preliminary and final official statement;
- Research and analyses for pricing including assessing marketplace timing;
- Establishment of selling rules for the syndicate;
- Conducting pre-marketing of the issue for competitive sales;
- Evaluating bids, including the accuracy of the TIC calculation and recommending award for competitive sales;
- Development of RFPs that may include, the following services: Financial Printer, Bond Insurer, Trustee, Verification Agent, and Escrow Agent;
- Closing arrangements and documentation;
- Advice on investment of bonds proceeds, if needed;
- Advice on compliance with arbitrage regulations;
- Evaluation of finance team performance and bond sale results;
- Assessment of bond market conditions at time of sale of bonds as part of syndicate performance evaluation;
- Development of or assistance with an Investor Relations Program;
- Monitoring and analyzing debt for refunding candidates.

## **SAFELY SURRENDERED BABY LAW**

Fact Sheets – English and Spanish versions

Poster – English and Spanish versions

# **No shame.**

# **No blame.**

# **No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

## **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

## **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

## **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

## **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

## **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

## **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

## **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

## **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

## **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(*Health and Human Services Agency*)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(*Department of Social Services*)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*